

1 **LEWIS BRISBOIS BISGAARD & SMITH LLP**  
 LAWRENCE N. HALPERIN, ESQ.  
 2 SBN #97601  
 E-Mail: lawrence.halperin@lewisbrisbois.com  
 3 221 North Figueroa Street, Suite 1200  
 Los Angeles, California 90012  
 4 Telephone: (213) 250-1800  
 Facsimile: (213) 250-7900  
 5  
 Attorneys for Plaintiff Gwangju Cultural  
 6 -Contents Investment Corporation

7  
 TIMOTHY D. MCGONIGLE, ESQ.  
 8 SBN #115979  
 E-Mail: [tim@mcgoniglelaw.net](mailto:tim@mcgoniglelaw.net)  
 9 A Professional Corporation  
 233 Wilshire Boulevard, Suite 700  
 10 Santa Monica, California 90401  
 Telephone: (310) 478-7110  
 11 Facsimile: (310) 440-8749  
 12 Attorneys for Defendants K2 Advanced  
 Media, LLC and Britton Lee

13  
 14 UNITED STATES DISTRICT COURT  
 15 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION  
 16

17 GWANGJU CULTURAL-CONTENTS  
 INVESTMENT CORPORATION,  
 18 a Korean corporation,  
 19 Plaintiff,  
 20 vs.  
 21 K2 ADVANCED MEDIA, LLC.,  
 a Delaware Limited Liability Company;  
 22 BRITTON LEE,  
 an individual; and DOES 1-10,  
 23 Defendants.  
 24

CASE NO. CV12-10002 GAF (PJW)  
 (Assigned to the Honorable Gary Allen  
 Feess, Department 740)

**[PROPOSED] PROTECTIVE  
 ORDER RE INADVERTENT  
 DISCLOSURE OF PRIVILEGED  
 INFORMATION PURSUANT TO  
 FEDERAL RULE OF EVIDENCE  
 502**

Complaint Filed: November 21, 2012  
 Trial Date: June 17, 2014

Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure and Rule 502 of the Federal Rules of Evidence, Gwangju Cultural-Contents Investment Corporation, K2 Advanced Media, LLC, and Britton Lee (collectively, the “Parties”), by and through their attorneys, hereby stipulate, and the Court hereby Orders that all discovery and other materials exchanged by the Parties in the above-captioned action shall be subject to the following conditions:

1. **Necessity of Order:** The Parties have made certain requests for the production of documents and/or electronically stored information from each other, and have exchanged or intend to exchange certain documents and/or electronically stored information which may contain information subject to a claim of attorney-client privilege, work product protection, or other privileges and/or immunities applicable under state or federal law.

2. **Scope of Order.** This Order governs the use, handling, and return or destruction of documents, electronic information in any form (including embedded data and metadata) (collectively, “ESI”), testimony, interrogatory responses and other information, including all copies, excerpts and summaries thereof (collectively, the “Material”) produced by any of the Parties in this action.

3. **No Waiver of Privilege.** To reduce the cost of preparing data for production in response to discovery requests and to eliminate unnecessary expense associated with meet and confer obligation preceeding law and motion, and pursuant to the provisions of Federal Rule of Evidence 502, as expanded by this stipulation and order, if information subject to a claim of attorney-client privilege, work product protection, or any other applicable privilege, immunity or confidentiality doctrine is inadvertently produced, such production shall in no way prejudice or otherwise constitute a waiver of, or estoppel as to, any claim of privilege, work product protection or other ground for withholding production to which any Producing Party would otherwise be entitled. The Parties recognize that the terms of Federal Rule of Evidence 502 are limited to communications and information

1 subject to the attorney-client privilege or work-product protection, however the  
 2 Parties hereby agree to extend the applicability of Rule 502 to information subject to  
 3 a claim of any other applicable privilege in this action. Specifically, no waiver of  
 4 the attorney-client privilege, attorney work product protection, or any other  
 5 applicable privilege or immunity shall have occurred where the Producing Party's  
 6 production of the privileged, protected or immune information was inadvertent, and  
 7 after such disclosure, took reasonable steps to rectify the error, as required by  
 8 Federal Rule of Evidence 502 (information meeting these requirements shall be  
 9 referred to herein as "Inadvertently Disclosed Material").

10 The Parties stipulate and the Court Orders that any Inadvertently Disclosed Material  
 11 disclosed in connection with the instant proceeding and pursuant to this Order shall  
 12 not constitute a waiver of any privilege, protection, or immunity, which would  
 13 otherwise exist but for the inadvertent disclosure, for purposes of the instant  
 14 litigation or any other state, federal, or administrative proceeding. Subject to the  
 15 provisions of Federal Rule of Evidence 502, any Inadvertently Disclosed Material  
 16 shall be returned promptly to the Producing Party upon request and all copies  
 17 destroyed.

18       4.     **Modification of the Agreement.** This Agreement shall not prevent a  
 19 Party from applying to the Court for relief therefrom, or from agreeing to  
 20 modifications of this Agreement by stipulation of the parties.

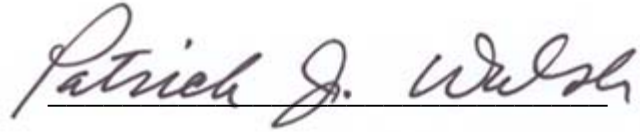
21       5.     **Parties May Use Their Own Confidential Documents.** Nothing in  
 22 this Agreement shall affect a Party's use or disclosure of its own documents in any  
 23 way.

24       6.     **Violation of the Protective Order.** The Court shall retain continuing  
 25 jurisdiction over the enforcement of this Order and shall have discretion to impose  
 26 sanctions, including reasonable monetary fines, for violations of the provisions of  
 27 this Order.

1 IT IS SO ORDERED.

2

3 DATED: June 30, 2014\_\_\_\_\_



United States Magistrate Judge

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

LEWIS  
S  
BRISBOIS  
-----

1 Approved as to form and substance by:

2

3 DATED: May \_\_, 2014

LEWIS BRISBOIS BISGAARD & SMITH LLP

4

5

By: \_\_\_\_\_

LAWRENCE N. HALPERIN

Attorneys for Plaintiff Gwangju Cultural  
-Contents Investment Corporation

6

7

8

9

10 DATED: May \_\_, 2014

TIMOTHY D. MCGONIGLE PROF. CORP.

11

12

13

By: \_\_\_\_\_

TIMOTHY D. MCGONIGLE

Attorneys for Defendants K2 Advanced  
Media, LLC and Britton Lee

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

LEWIS  
S  
BRISBOIS  
S  
-----